

**MATERIAL TRANSFER AGREEMENT
BETWEEN**

**AND
LOS ALAMOS NATIONAL LABORATORY**

THIS MATERIAL TRANSFER AGREEMENT (“Agreement”) is entered into by and between

Company Name:

State of Incorporation:

Principle Address:

(“PROVIDER”) and LOS ALAMOS NATIONAL SECURITY, LLC, a Delaware company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545 (“RECIPIENT”), the parties to this Agreement being referred to individually as a “Party,” and collectively as “Parties.”

BACKGROUND

The RECIPIENT conducts research and development at the Los Alamos National Laboratory for the U.S. Government under Contract No. DE-AC52-06NA25396 with the U.S. Department of Energy, National Nuclear Security Administration.

The PROVIDER has developed Certain MATERIAL that it wishes to provide to the RECIPIENT for purposes described in Article 3, below.

AGREEMENT

1. MATERIAL means
Material description:
2. MATERIAL remains the PROVIDER’S property. The RECIPIENT does not acquire any property right, title or interest in the MATERIAL. No rights are granted to RECIPIENT to use the MATERIAL for purposes of sale, consultation, provision of services or any other commercial purposes under this Agreement.
3. RECIPIENT agrees to use the MATERIAL solely for the purposes of
Description of use:
4. PROVIDER shall be responsible for all costs of delivery and return shipping of the MATERIAL.
5. The RECIPIENT will use the MATERIAL in compliance with all applicable statutes and regulations.
6. THE MATERIAL is provided WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.
7. RECIPIENT agrees to hold the PROVIDER harmless for any and all damages, costs, and expenses arising from RECIPIENT’S use of MATERIAL.

8. This Agreement shall be effective on the last date of execution by a Party hereto ("Effective Date") and shall terminate on the day 12 months from the Effective Date. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination does not relieve either Party of any obligation or liability accrued prior to the effective date of such termination.
9. Any notice or other communication required to be given shall be deemed to have been properly given and to be effective on the date of delivery if (i) delivered in person; (ii) delivered by first-class certified mail, postage paid; or (iii) delivered by any global express carrier service that requires the recipient to sign the documents demonstrating the delivery of such notice to the respective address given below, or to such other address as it shall designate by written notice given to the other party as follows:

In the case of the PROVIDER:

Company name and address and name of provider:

In the case of the RECIPIENT:

Los Alamos National Laboratory
Technology Transfer Division
P.O. Box 1663, Mail Stop C333
Los Alamos, New Mexico 87545
Attn: MTA Agreements Specialists

Name of Recipient: _____ Phone: _____

10. No amendment or modification of this Agreement is binding on the Parties unless made in a writing executed by duly authorized representatives of the Parties.
11. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to this Agreement.
12. The RECIPIENT may assign this Agreement without prior notice to a successor contractor designated by the U.S. Department of Energy/National Nuclear Security Administration for operation of the Los Alamos National Laboratory.

By the signatures of their respective Authorized Officials, the PROVIDER and the RECIPIENT have executed this Agreement on the day and year written below.

Company name:

PROVIDER:

By: _____

Name/Title:

Date: _____

**LOS ALAMOS NATIONAL SECURITY, LLC:
RECIPIENT**

By: _____

Steven P. Girrens
Director, Technology Transfer Division
Los Alamos National Laboratory

Date: _____